

WIECHERT, MUNK & GOLDSTEIN, PC
 David Wiechert, CA Bar No. 94607
 4000 MacArthur Boulevard,
 Suite 600 East Tower
 Newport Beach, CA 92660
 Phone: (949) 361-2822
 Facsimile: (949) 361-5722
 Email: dwiechert@aol.com

MORVILLO ABRAMOWITZ
 GRAND IASON & ANELLO PC
 Jonathan S. Sack (*pro hac vice*)
 565 Fifth Avenue
 New York, New York 10017
 Phone: (212) 856-9600
 Facsimile: (212) 856-9494
 Email: jsack@maglaw.com

*Counsel for Specially Appearing
 Defendant David Tassillo*

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

K.A.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
 MG FREESITES, LTD., a foreign entity;
 MINDGEEK USA INCORPORATED, a
 Delaware corporation; MG PREMIUM
 LTD, a foreign entity; MG GLOBAL
 ENTERTAINMENT INC., a Delaware
 corporation; 9219-1568 QUEBEC, INC.,
 foreign entity; BERND BERGMAIR, a
 foreign individual; FERAS ANTOON, a
 foreign individual; DAVID TASSILLO, a
 foreign individual; VISA INC., a Delaware
 corporation; REDWOOD CAPITAL
 MANAGEMENT, LLC, a Delaware
 limited liability company; REDWOOD
 DOE FUNDS 1-7; COLBECK CAPITAL
 MANAGEMENT, LLC, a Delaware
 limited liability company; COLBECK
 DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04786-WLH-
 ADS

**DECLARATION OF
 JONATHAN S. SACK IN
 SUPPORT OF BERGMAIR'S
 APPLICATION FOR LEAVE
 TO FILE UNDER SEAL
 MATERIAL DESIGNATED
 AS CONFIDENTIAL
 PURSUANT TO A
 PROTECTIVE ORDER [ECF
 NO. 117]**

N.L.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

L.T.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04788-WLH-ADS

Case No. 2:24-cv-04791-WLH-ADS

T.C.,
#:5039

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04795-WLH-
ADS

X.N.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04800-WLH-
ADS

N.Y.,
#:5040

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-4801-WLH-
ADS

J.C.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04971-WLH-
ADS

W.L.,
#:5041

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

C.S.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04977-WLH-
ADS

Case No. 2:24-cv-04971-WLH-
ADS

S.O.,
#:5042

Plaintiff,

v.

1 MINDGEEK S.A.R.L. a foreign entity;
2 MG FREESITES, LTD., a foreign entity;
3 MINDGEEK USA INCORPORATED, a
4 Delaware corporation; MG PREMIUM
5 LTD, a foreign entity; MG GLOBAL
6 ENTERTAINMENT INC., a Delaware
7 corporation; 9219-1568 QUEBEC, INC.,
8 foreign entity; BERND BERGMAIR, a
9 foreign individual; FERAS ANTOON, a
10 foreign individual; DAVID TASSILLO, a
11 foreign individual; VISA INC., a Delaware
12 corporation; REDWOOD CAPITAL
13 MANAGEMENT, LLC, a Delaware
14 limited liability company; REDWOOD
15 DOE FUNDS 1-7; COLBECK CAPITAL
16 MANAGEMENT, LLC, a Delaware
17 limited liability company; COLBECK
18 DOE FUNDS 1-3,

Defendants.

L.S.,

Plaintiff,

v.

14 MINDGEEK S.A.R.L. a foreign entity;
15 MG FREESITES, LTD., a foreign entity;
16 MINDGEEK USA INCORPORATED, a
17 Delaware corporation; MG PREMIUM
18 LTD, a foreign entity; MG GLOBAL
19 ENTERTAINMENT INC., a Delaware
20 corporation; 9219-1568 QUEBEC, INC.,
21 foreign entity; BERND BERGMAIR, a
22 foreign individual; FERAS ANTOON, a
23 foreign individual; DAVID TASSILLO, a
24 foreign individual; VISA INC., a Delaware
25 corporation; REDWOOD CAPITAL
26 MANAGEMENT, LLC, a Delaware
27 limited liability company; REDWOOD
28 DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04998-WLH-
ADS

Case No. 2:24-cv-05026-WLH-
ADS

W.P.,

#5043

Plaintiff,

v.

1 MINDGEEK S.A.R.L. a foreign entity;
2 MG FREESITES, LTD., a foreign entity;
3 MINDGEEK USA INCORPORATED, a
4 Delaware corporation; MG PREMIUM
5 LTD, a foreign entity; MG GLOBAL
6 ENTERTAINMENT INC., a Delaware
7 corporation; 9219-1568 QUEBEC, INC.,
8 foreign entity; BERND BERGMAIR, a
9 foreign individual; FERAS ANTOON, a
10 foreign individual; DAVID TASSILLO, a
11 foreign individual; VISA INC., a Delaware
12 corporation; REDWOOD CAPITAL
13 MANAGEMENT, LLC, a Delaware
14 limited liability company; REDWOOD
15 DOE FUNDS 1-7; COLBECK CAPITAL
16 MANAGEMENT, LLC, a Delaware
17 limited liability company; COLBECK
18 DOE FUNDS 1-3,

Defendants.

A.K.,

Plaintiff,

v.

14 MINDGEEK S.A.R.L. a foreign entity;
15 MG FREESITES, LTD., a foreign entity;
16 MINDGEEK USA INCORPORATED, a
17 Delaware corporation; MG PREMIUM
18 LTD, a foreign entity; MG GLOBAL
19 ENTERTAINMENT INC., a Delaware
20 corporation; 9219-1568 QUEBEC, INC.,
21 foreign entity; BERND BERGMAIR, a
22 foreign individual; FERAS ANTOON, a
23 foreign individual; DAVID TASSILLO, a
24 foreign individual; VISA INC., a Delaware
25 corporation; REDWOOD CAPITAL
26 MANAGEMENT, LLC, a Delaware
27 limited liability company; REDWOOD
28 DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-05185-WLH-ADS

Case No. 2:24-cv-05190-WLH-ADS

J.L.,
#:5044

Plaintiff,

v.

1 MINDGEEK S.A.R.L. a foreign entity;
2 MG FREESITES, LTD., a foreign entity;
3 MINDGEEK USA INCORPORATED, a
4 Delaware corporation; MG PREMIUM
5 LTD, a foreign entity; MG GLOBAL
6 ENTERTAINMENT INC., a Delaware
7 corporation; 9219-1568 QUEBEC, INC.,
8 foreign entity; BERND BERGMAIR, a
9 foreign individual; FERAS ANTOON, a
10 foreign individual; DAVID TASSILLO, a
11 foreign individual; VISA INC., a Delaware
12 corporation; REDWOOD CAPITAL
13 MANAGEMENT, LLC, a Delaware
14 limited liability company; REDWOOD
15 MASTER FUND, LTD, a foreign
16 entity; MANUEL 2018, LLC, a
17 Delaware limited liability company;
18 GINOGERUM, LLC, a Delaware
19 limited liability company; WHITE
20 HATHAWAY OPPORTUNITY, LLC,
21 a Delaware limited liability company, CB
22 MEDIA VENTURES LLC, a Delaware
23 limited liability company; CB AGENCY
24 SERVICES, LLC, a Delaware limited
25 liability company; and CB
26 PARTICIPATIONS SPV, LLC, a
27 Delaware limited liability company,
28

Defendants.

Case No. 2:24-cv-07046-WLH-ADS

1 I, Jonathan S. Sack, Esq., hereby state to the best of my knowledge and
2 belief:

3 1. I am a member of the State Bars of New York and Connecticut, a
4 Partner at the firm of Morvillo, Abramowitz, Grand, Iason & Anello, PC, and
5 counsel of record (admitted *pro hac vice*) for specially-appearing defendant David
6 Tassillo.

7 **A. Confidential Material**

8 2. I submit this Declaration in support of the Local Civil Rule 79-5.2.2
9 Application for Leave to File Under Seal Material Designated as Confidential
10 Pursuant to a Protective Order (the “Application”), filed by Defendant Bernd
11 Bergmair in the above-referenced matters before this Court. *See K.A.* ECF No.
12 117.

13 3. Bergmair seeks to seal material previously designated as
14 “Confidential” or “Highly Confidential” under the Stipulated Protective Order
15 entered by this Court on October 14, 2022 and the Amended Stipulated Protective
16 Order entered by this Court on December 13, 2024 in the related case, *Fleites v.*
17 *MindGeek S.a.r.l.*, No. 21-cv-04920-WLH-ADS, filed in support of his reply in
18 support of his motion to dismiss Plaintiff’s complaint in the above-referenced
19 actions. *See K.A.* ECF No. 116.

20 4. Mr. Tassillo supports the Application to the extent Bergmair seeks:
21 (a) to reference materials that Mr. Tassillo produced in discovery in the *Fleites*
22 action, and designated as “Confidential” or “Highly Confidential” under the
23 Stipulated Protective Order and Amended Stipulated Protective Order (together,
24 the “Confidential Material”); or (b) to reference Confidential Material in either
25 (i) Plaintiffs’ Omnibus Opposition to Defendants’ Motions to Dismiss (the
26 “Omnibus Opposition”) (*K.A.* ECF No. 93); (ii) Bergmair’s Motion to Dismiss in
27
28

1 *Fleites* (*Fleites* ECF No. 433); or (iii) Bergmair’s Reply in Support of his Motion
2 to Dismiss in *Fleites* (*Fleites* ECF No. 499).

3 5. The Confidential Material reflects confidential information concerning
4 (a) Mr. Tassillo’s personal assets, including executive salary, compensation paid
5 for shareholdings in MindGeek S.a.r.l., and rights received and exercised in
6 connection with his shareholdings in MindGeek S.a.r.l.; and (b) MindGeek
7 S.a.r.l.’s internal business strategy or practices, transactions, financial information,
8 or corporate structure.

9
10 **B. Legal Standard**

11 6. The right of the public “to inspect and copy judicial records is not
12 absolute.” *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978). Access may
13 be limited where court records could become “a vehicle for improper purposes”
14 including “to gratify private spite or promote public scandal” or to “harm a litigant’s
15 competitive standing.” *Id.* (internal quotation marks omitted). To protect documents
16 from public inspection, a party must “‘articulate[] compelling reasons supported by
17 specific factual findings,’ that outweigh the general history of access and the public
18 policies favoring disclosure.” *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d
19 1172, 1178–79 (9th Cir. 2006) (quoting *Foltz v. State Farm Mut. Auto. Ins. Co.*, 331
20 F.3d 1122, 1135 (9th Cir. 2003)). A party seeking to seal material in support of a
21 motion to dismiss must meet this “compelling reasons” standard. *SDI Labs, Inc. v.*
22 *Sameday Techs., Inc.*, No. 23-CV-05619-MWF, 2023 WL 10407399, at *1 (C.D.
23 Cal. Sept. 18, 2023).

24 7. Litigants have a “legitimate interest in ensuring the privacy of
25 personal information,” including salary, dividend and other information regarding
26 similar financial compensation. *Richter v. Oracle Am., Inc.*, No. 22-CV-04795-
27 BLF, 2023 WL 5663217, at *2 (N.D. Cal. Aug. 30, 2023) (granting motion to seal
28 personal financial information, finding that compelling reasons exist to seal and

1 prevent harmful use of the information); *see also Gomo v. NetApp, Inc.*, No. 17-
2 CV-02990-BLF, 2019 WL 1170775, at *3 (N.D. Cal. Mar. 13, 2019) (finding
3 compelling reasons to seal information concerning the “compensation structure and
4 personal information about [a defendant corporation’s] executives.”).

5 8. Compelling reasons likewise exist to seal “confidential business
6 information, including non-public information about a company’s business
7 strategy, business transactions, corporate structure, and finances.” *Bold Ltd. v.*
8 *Rocket Resume, Inc.*, No. 22-CV-01045-BLF, 2024 WL 1329921, at *2 (N.D. Cal.
9 Mar. 27, 2024); *see also Monterey Bay Mil. Hous., LLC v. Ambac Assurance*
10 *Corp.*, No. 17-CV-04992-BLF, 2019 WL 11658748, at *2 (N.D. Cal. July 11,
11 2019) (sealing “documents [that] relate to financial transactions that were intended
12 to be, and have been, kept in confidence”).

13 9. The public’s interest is diminished where the documents are “not
14 relevant to the Court’s resolution of the [dispositive] motion.” *Music Grp. Macao*
15 *Com. Offshore Ltd. v. Foote*, No. 14-cv-03078-JSC, 2015 WL 3993147, at *8
16 (N.D. Cal. June 30, 2015).

17 **C. Discussion**

18 10. As detailed in the chart below, the Bergmair Reply contains sensitive
19 non-public information implicating either (a) Mr. Tassillo’s personal financial
20 information or rights in connection with his economic interest in MindGeek, or (b)
21 the MindGeek’s business strategy or practices, transactions, financial information,
22 or corporate structure.

23 11. Accordingly, Mr. Tassillo supports Bergmair’s Application for leave
24 to seal and/or redact this information from the public record as identified in the
25 foregoing chart:
26
27
28

Document	Material to be Sealed	Basis for Sealing
Bergmair Reply	<ul style="list-style-type: none"> Page 2: Lines 2, 4-6 	Mr. Tassillo's personal financial information or rights in connection with his economic interest in MindGeek, and MindGeek's business transactions, finances, and structure.
Bergmair Reply	<ul style="list-style-type: none"> Page 6: Lines 8-10, 13-20 & n.9, 24-26 	Mr. Tassillo's personal financial information or rights in connection with his economic interest in MindGeek, and MindGeek's business transactions, finances, and structure.

12. Mr. Tassillo's request to seal is narrowly tailored. Mr. Tassillo specified the portions of the Bergmair Reply, by page and line number, for which redaction is appropriate. A less restrictive alternative is not sufficient because the entirety of the information sought to be sealed discloses the Confidential Material described above.

13. Mr. Tassillo respectfully requests that the Court grant the Application.

14. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: January 13, 2025

/s/ Jonathan S. Sack

MORVILLO ABRAMOWITZ
GRAND IASON & ANELLO PC
Jonathan S. Sack (*pro hac vice*)

*Counsel for Specially Appearing
Defendant David Tassillo*